

EXHIBIT 16



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February 26, 2025

BY U.S. MAIL AND EMAIL

Railmonsters.com
cs@railmonsters.com

Develup Private Enterprise
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Infinius Investments, Limited
Le Saint Andre Block C
20, Boulevard de Suisse
Monaco 98000

Nexa Nova Technologies Ltd.
128 City Road
United Kingdom EC1V 2NX

Re: **Illegal Use of Our Client's Copyrighted Computer Program**

Dear Gentlemen,

Vyacheslav Shirokov has retained our law firm to represent him regarding your unauthorized usage of the computer program, *Rail Ninja: Train Tickets; Book Railway Tickets Worldwide*, on your website in the United States, <http://railmonsters.com>, published by Cloudflare, Inc., and the following apps offered to customers in the United States:

<https://apps.apple.com/us/app/rail-monsters-train-tickets/id6472889448>
<https://play.google.com/store/apps/details?id=com.railmonsters>

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The program running on your apps and site was designed as a work for hire by Yan Ardatovskiy, working under a Non-Disclosure Agreement with my client, in conjunction with Develop Private Enterprise, designated as the developer of both the above-referenced infringing apps, which executed a contract to develop the program for Mr. Shirokov on May 4, 2023. Pursuant to the contract, Mr. Shirokov has exclusive ownership of the computer program used to develop the above-referenced website and these apps, as well as any derivative works, and Develop relinquished any and all intellectual property in conjunction with them, and appointed Mr. Shirokov as attorney-in-fact to execute documents, use the developer's name and do all things that are necessary to obtain the full benefits of these rights. Therefore, not only are you violating the Copyright Act, you are also breaching the contract and the Non-Disclosure Agreement, which could subject you to further penalties and damages under the law.

If you fail to (1) remove any of the Protected Works from your website and all other unauthorized websites; (2) immediately and permanently stop selling all Protected Work apps; and (3) cease and desist advertising such apps and services in the United States through your advertising company, Nexa Nova Technologies Ltd., my client will take further action in order to protect its intellectual property rights.

We have copies of your unlawful copyright violations to preserve as evidence. Your actions constitute copyright infringement in violation of United States copyright laws. Under 17 USC section 504, the consequences include statutory damages between \$750 and \$30,000 per work for willful infringement, and actual damages up to \$150,000 for willful infringement.

I demand under the Copyright Act that you immediately cease and desist further use of my client's intellectual property within two (2) days of the date of this letter. I further demand that you take immediate actions to cease and desist the use of my client's intellectual property, including removing any and all websites and apps on which you are currently offering it.

Please govern yourselves accordingly,



Kenneth Eade